



CJ-15-4486
Timmons

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

RONALD JAMES,
Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, INC.,
Defendant.

Case No. **CJ-2015-4486**

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

AUG 14 2015

TIM RHODES
COURT CLERK

37

PETITION

COMES NOW the Plaintiff, Ronald James, by and through his attorney of record, Ronald "Skip" Kelly, brings his personal injury lawsuit for against the Defendant, State Farm Mutual Automobile Insurance Company (hereinafter referred to as "State Farm", and in support states as follows:

1. This is an action for damages which exceed Ten thousand Dollars (\$10,000.00) exclusive of interest, costs and attorney fees.
2. That at all times material hereto, Plaintiff, Ronald James, was a resident of Oklahoma City, Oklahoma County, Oklahoma.
3. That at all times material hereto, the Defendant, State Farm, was and is an insurance company licensed to do business in the State of Oklahoma, was authorized to engage in the business of selling and underwriting insurance, and was doing business in Oklahoma County, Oklahoma.
4. That at all times material hereto, the Defendant, State Farm, was and is an insurance company licensed to do business in the State of Oklahoma, who designated State of Oklahoma Insurance Department, Attention Legal Division, 5 Corporate Plaza, 3625 NW 56th Street, Suite 100, Oklahoma City, Oklahoma 73112, as its Registered Agent for services of process.
5. That the Defendant, State Farm, issued in exchange for a valuable consideration, a policy of automobile insurance to Plaintiff, client, under policy number 060-1441-B30-36B, which provided insurance benefits to the Plaintiff. [A copy of the affidavit of insurance coverage provided by the Defendant, State Farm, is attached at **Exhibit "A"**.] Further, the terms and conditions of said insurance policy are incorporated herein by reference. Additionally, said policy was in full force and effective at all material and relevant times herein.
6. On or about May 10, 2011, at approximately 2:30 p.m., the Plaintiff, was

employed by Metro Technology Centers of Oklahoma County, and was driving the Center's bus, traveling East on NE 36th, in Oklahoma City, Oklahoma County, Oklahoma, when the Tortfeasor, Ms. Nancy Schiebert's vehicle collided with the bus.

7. That at said time and place, the Tortfeasor, Ms. Nancy Schiebert, an insured motorist, negligently operated or maintained her motor vehicle, so as to collide with Plaintiff, client's vehicle from the rear, causing injuries to the Plaintiff.
8. That on May 24, 2011, Plaintiff, filed a Workers' Compensation Claims against his employer, Metro Technology Centers of Oklahoma County, Oklahoma, with the Workers' Compensation Court of the State of Oklahoma, Case Number WCC-2011-05466A
9. That on October 31, 2011, Plaintiff, filed a Personal Injury claim against Nancy Schiebert, in Oklahoma County District Court, Case No. CJ-2011-8705.
10. That on June 7, 2012, the Workers' Compensation Court issued an Order Determining Compensability and Awarding, Plaintiff, client Permanent Partial Disability Benefits in the amount of \$33,901.74.
11. That on May 5, 2014, Farmers Insurance Company Inc., settled Plaintiff, Personal injury claim against Nancy Schiebert, for \$30,000.00.
12. The employers, insurance carrier Compsource filed a subrogation and entered into settlement compromise for \$10,000.00, payable on May 5, 2014.
13. That on May 7, 2014, Plaintiff, filed with the District Court of Oklahoma County a Dismissal with Prejudice for Case No. CJ-2011-8705.
14. That the driver of the at-fault vehicle does not have adequate insurance to cover the injuries sustained by Plaintiff.
15. At the time of the car accident the Plaintiff had a valid policy of Insurance with the Defendant, State Farm, at the time of the accident and the Defendant Insurance company has failed to make payments under the provisions of the policy.

COUNT I - BREACH OF CONTRACT

16. The Plaintiff, hereby incorporates and re-alleges paragraphs 1-15, as if fully set forth herein.
17. This is an action for underinsured motorist benefits, by the Plaintiff, for damages sustained due to the negligence of an insured motorist.
18. That the policy from the Defendant, State Farm, provided for underinsured motorist benefits to the Plaintiff.

19. That the Plaintiff, has complied with all terms and conditions precedent to entitlement to underinsured motorist benefits under the State Farm policy.
20. That pursuant to the terms and conditions of the State Farm policy, the Plaintiff, named Defendant, State Farm, as a Defendant so as to allow the Defendant, State Farm, the opportunity to defend against the Plaintiff, claim for underinsured motorist benefits under the terms and conditions of the State Farm policy.
21. That despite demands by the Plaintiff, to date, the Defendant, State Farm, has refused and continues to refuse to honor the Plaintiff's, request for payment under the applicable underinsured motorist provisions of the State Farm policy for the permanent damages and loss wages.
22. That the Plaintiff, has demanded payment of underinsured motorist benefits from the Defendant, State Farm, but the Defendant has failed and refused to pay the same which is a breach of the Defendant's insurance contract with the Plaintiff, client.
23. That as a result of the collision set forth herein, the Plaintiff, has sustained bodily injury and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical nursing care and treatment, loss of earnings, the loss of ability to earn money and a aggravation of a previous existing condition. The losses are permanent and continuing in nature, and the Plaintiff will suffer the losses in the future.

WHEREFORE, premises considered, Plaintiff demands judgment against Defendant, State Farm, as set forth above for actual damages in an amount in excess of \$10,000.00, and additional punitive damages in an amount in excess of \$10,000.00, and reasonably calculated to punish Defendant, State Farm Insurance Company, Inc., for its bad faith conduct against Plaintiff and to show others similarly situated to refrain from such practices , in addition to Plaintiff's costs, interest, and other such relief as the Court shall deem equitable and proper.

Respectfully submitted,



RONALD "SKIP" KELLY, OBA # 4937
205 NW 63rd, Suite 150
Oklahoma City, OK 73116
Phone: (405) 235-1976
Attorney for Plaintiff

**VEHICLE INFORMATION**

Review your policy information carefully. If anything is incorrect, or if there are any changes, please let us know right away.

| Vehicle Description | Vehicle Identification Number (VIN) | Who principally drives this vehicle? | How is this vehicle normally used? National average: 12,000 miles driven annually per vehicle |
|---------------------|-------------------------------------|---|--|
| 1993 MERCEDES 500 | WDBFA67E9PF077435 | RONALD JAMES, a married male, who will be age 67 as of February 28, 2014. | To Work, School or Pleasure. Driven over 7,500 miles annually. |

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2005 MERCURY GR MARQUIS

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION**Assigned Driver(s)**

The following driver(s) are assigned to the vehicle(s) on this policy.

| Name | Age as of February 28, 2014 | Gender | Marital Status |
|----------------|--------------------------------|--------|-------------------|
| RONALD W JAMES | 67 | Male | Married |

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

SENOBIA M JAMES

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that he or she most frequently drives.

Your premium may be influenced by the information shown for these drivers.




COVERAGE AND LIMITS See your policy for an explanation of these coverages.

| | | |
|----------------------|-------------------------------|-----------------|
| A | Liability | |
| | Bodily Injury 100,000/300,000 | |
| | Property Damage 50,000 | \$145.16 |
| C | Medical Payments 5,000 | \$22.98 |
| D | 1000 Ded Comprehensive | \$99.13 |
| G | 1000 Deductible Collision | \$135.19 |
| H | Emergency Road Service | \$3.52 |
| R1 | Car Rental & Travel Expense | |
| | 80% Per Day, \$500 Max | \$9.31 |
| U | Uninsured Motor Vehicle | |
| | Bodily Injury 100,000/300,000 | \$119.24 |
| Total Premium | | \$534.53 |

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give

you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

DISCOUNTS These adjustments have already been applied to your premium.

| | |
|------------------------|-----------------|
| Multicar | ✓ |
| Air Bags | ✓ |
| Accident-Free | ✓ |
| Total Discounts | \$203.39 |

SURCHARGES AND DISCOUNTS

AUTOMOBILE RATING PLAN - Applies to private passenger cars only.

Accident-Free Discount - Once your policy has been in force for at least three years with no chargeable accidents, you may qualify for our Accident-Free Discount. Once you qualify, this discount applies as long as there are no chargeable accidents, and may even increase over time.

Good Driving Discount - Newer policyholders who do not yet qualify for our Accident-Free Discount (available after three years with no chargeable accidents) may already be receiving a Good Driving Discount. This discount continues to apply until your policy qualifies for the Accident-Free Discount as long as there are no chargeable accidents and no new drivers. If you add new drivers, they must also qualify in order for your Good Driving Discount to continue.

Chargeable Accidents - For new business rating, an accident is chargeable if it results in \$750 or more of damage to any property. For renewal business, an accident is chargeable as of the date State Farm pays at least \$750

(for accidents occurring on or after April 1, 1999) under property damage liability and collision coverages for an at-fault accident.

Surcharges - If there are chargeable accidents, you may lose your Good Driving Discount or Accident-Free Discount and receive accident surcharges. But if the accident is the first to become chargeable in nine years and this policy has been in force for at least that long, the Accident-Free Discount will continue and no surcharge will apply. The surcharge for each accident depends upon the number and timing of the accidents, and each accident surcharge will remain in effect up to three years.

Surcharges will be removed if the company is given satisfactory evidence that the driver involved is no longer a member of the household or will not be driving the car in the future. If that driver is insured on another State Farm policy, his or her driving record will be considered in the rating of the other policy.

(continued on next page)



SURCHARGES AND DISCOUNTS *continued*

These discounts and surcharges do not apply to all coverages. For complete details, see your State Farm agent.

ADDITIONAL INFORMATION

If the above information is incomplete or inaccurate, or if you want to confirm the information we have in our records please contact your agent.

Rates adjusted for auto insurance in Oklahoma

Auto insurance rates for Oklahoma customers have been adjusted to better reflect changing claim costs. Overall, most customers will see an increase in their premium. The amount your premium may have changed depends on many factors, including:

- the coverages you have
- where you live
- the kind of car you drive
- how the car is used
- who drives the car

Any premium adjustment is reflected on your enclosed billing notice. If you have any questions, please contact your agent.